

ACCEPTANCE SUPPLEMENT NO. 1
Of That Certain
RAILROAD EQUIPMENT LEASE AGREEMENT DATED AS OF
December 23, 1975
By and Between
BA LEASING CORPORATION
As Lessor
And
SEABOARD COAST LINE RAILROAD COMPANY
As Lessee

REGISTRATION NO. 8156-A
MAY 3 1976 8 15 PM
INTERSTATE COMMERCE COMMISSION

The undersigned Lessor and Lessee under the Railroad Equipment Lease Agreement described in the caption hereof (the "Lease") hereby acknowledge and agree that the Items of Equipment described in this Acceptance Supplement have been delivered to and are now in the possession of and have been unconditionally accepted by the Lessee under and pursuant to and subject to all the terms and conditions of the Lease and that the following is the description and location of delivery of said Items, the expiration date of the Lease term for said Items, the rent, the Stipulated Loss Value with respect to said Items.

DESCRIPTION AND LOCATION OF EQUIPMENT

The description and the location of delivery of the Items of Equipment covered by this Schedule are set forth in Annex "A" attached hereto and incorporated by this reference. The Lessor and the Lessee acknowledge and agree that the cost of each separate Item of Equipment for purposes of computing the Stipulated Loss Value thereof is the cost set forth in said Description.

EXPIRATION DATE OF TERM April 14, 1984

RENT

Base Rent:

\$ 2,215,270.72 payable in (32) quarterly payments, each payable in arrears, and each in the amount of \$69,227.21, commencing on the 15th day of July, 1976 and on the 15th day of each third month thereafter.

Interim Rent:

\$ 2,643.32 payable on the date hereof.

STIPULATED LOSS VALUE

The Stipulated Loss Value of the Equipment shall be the sum of (i) the product in dollars of the amount shown on Annex A to this Acceptance Supplement as the Cost of the Item or Items of Equipment with respect to which the Stipulated Loss Value is payable under the Lease and the percentage set forth on Schedule 2 to the Lease which is appropriate to the number of rent installments Lessee has actually paid to Lessor, and (ii) all taxes, fees, interest and other charges, if any, imposed or assessed in connection with or under the Lease with respect to said Item or Items of Equipment.

DATED: April 15, 1976

LESSOR:

BA LEASING CORPORATION

By

J. C. Christie
Vice President

LESSEE:

SEABOARD COAST LINE RAILROAD COMPANY

By

Samuel B. Anderson
Vice President and Treasurer

ATTEST:

William J. Kempson
Assistant Secretary

ATTEST:

James S. Brennan
Assistant Secretary

ANNEX A
To
ACCEPTANCE SUPPLEMENT NO. 1
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<u>Description of Equipment</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Delivery Location</u>
87 Wet Rock Hopper 77-ton Wet Rock Hoppers Numbered: SCL 155450-155536 (both inclusive)	\$ 7,233.00	\$ 629,271.00	Tampa, Florida
84 Coal Hopper 77-ton Coal Hoppers Numbered: SCL 162816-162899 (both inclusive)	8,505.00	714,420.00	Tampa, Florida
43 Gondolas 77-ton Gondolas Numbered: SCL 133800-133842 (both inclusive)	8,692.00	373,756.00	Waycross, Georgia

COMMONWEALTH OF VIRGINIA)
) SS
CITY OF RICHMOND)

On this 14TH day of April, 1976, before me personally appeared Leonard G. Anderson, to me personally known, who being by me duly sworn, says that he is the Vice President and Treasurer of SEABOARD COAST LINE RAILROAD COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires: JUN 4 1978

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK

On this day of April, 1976, before me personally appeared Richard Lapin to me personally know, who being by me duly sworn, says that he is a Vice President of BA LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

My commission expires:

STATE OF CALIFORNIA,

City & County of San Francisco } ss.

On this 22 day of April in the year one thousand nine hundred and seventy-six, before me, LEONA E. LUDWIG, a Notary Public, State of California, duly commissioned and sworn, personally appeared J. C. Christie

known to me to be ~~xxx~~ Vice President of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Leona E. Ludwig

Notary Public, State of California.